

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT of FLORIDA

MONIQUE MOISE.,

) Case No: 24-cv-24052-RKA

Plaintiff,

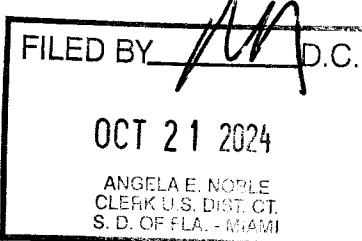
**COMPLAINT**

) vs.

) CONVERGENT OUTSOURCING, INC.

) Defendant.

Jury Trial:  Yes  No



**INTRODUCTION**

1. This is a civil action for actual, punitive, statutory damages and cost  
2 brought by Monique Moise hereinafter, (“Plaintiff”) an individual consumer,  
3 against defendant, Convergent Outsourcing Inc., hereinafter (“Defendant”) for  
4 violations of the Fair Credit Reporting Act, 15 U.S.C § 1681 et seq. (hereinafter  
5 “FCRA”).  
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1        This action is brought under the Fair Credit Reporting Act ("FCRA"), 15  
2 U.S.C. § 1681 et seq., a statute enacted by Congress to ensure fair and accurate  
3 credit reporting, promote efficiency in the banking system, and protect consumer  
4 privacy. Central to this lawsuit is the interpretation and application of 15 U.S.C. §  
5 1681b, which delineates the permissible purposes for which one may obtain a  
6 consumer report. The FCRA is designed to balance the needs of creditors,  
7 employers, insurers, and other entities in accessing consumer information against  
8 the rights of consumers to be free from unwarranted invasions of privacy and to  
9 ensure that such information is accurate and used appropriately.

10  
11       At the heart of the FCRA's protections is the requirement that any entity  
12 seeking to obtain a consumer report must have a clearly defined permissible  
13 purpose as outlined in Section 1681b. This provision safeguards consumers against  
14 unauthorized or frivolous access to their sensitive personal and financial  
15 information, which if misused, can lead to significant personal and financial harm.  
16 The statute explicitly enumerates these permissible purposes, reflecting a deliberate  
17 effort by Congress to limit access to consumer reports to scenarios where there is a  
18 legitimate need for such information, thereby upholding the statute's overarching  
19 goal of protecting consumer privacy and ensuring the responsible use of consumer  
20 information.

1 In bringing this action, the plaintiff asserts that the defendant, Convergent  
2 Outsourcing Inc., has violated the FCRA and FFCRA by accessing the plaintiff's  
3 consumer report without any of the permissible purposes enumerated in 15 U.S.C.  
4 § 1681b and Florida statute 501.005. This unauthorized access not only  
5 contravenes the explicit statutory restrictions set forth by the FCRA and FFCRA  
6 but also undermines the statute's fundamental purpose of protecting consumer  
7 privacy and ensuring the integrity of consumer reporting. Through this lawsuit, the  
8 plaintiff seeks to vindicate their rights under the FCRA and FFCRA, to hold the  
9 defendant accountable for their unauthorized actions, and to reaffirm the  
10 importance of strict compliance with the statute's provisions as a cornerstone of  
11 consumer protection and trust in the consumer credit reporting system.

12

13

14 **JURISDICTION AND VENUE**

15 2. Jurisdiction of this court arises under 15 U.S.C § 1681(p), and 28 U. S. C  
16 § 1331. Venue is proper in this judicial district pursuant to 28 U.S.C. 1391(b)(1)  
17 and 28 U.S.C. § 1391(b)(2) because a substantial part of the events, omissions, or  
18 conduct giving rise to Plaintiff's claim occurred in this judicial district. Defendants  
19 transact business in Miami, FL.

1       3. The Court has supplemental jurisdiction of any state law claims pursuant  
2 to 28 U.S.C. §1337.

## PARTIES

6       4. Plaintiff, Monique Moise is a natural person and consumer as defined by  
7       15 U.S.C. § 1681a(c), residing in Miami, FL.

9       5. Upon information and belief, Convergent Outsourcing, Inc. is a  
10 Washington corporation. Convergent Outsourcing, Inc. accepts service of process  
11 through its registered agent Corporation Service Company located at 1201 Hays  
12 Street Tallahassee, FL 32301-2525.

14        6. Convergent Outsourcing Inc. is a "person" as defined by 15 U.S.C. §  
15                  1681a(b).

## **FACTUAL ALLEGATIONS**

19       7. On August 6th, 2022, Plaintiff obtained her consumer report from  
20 Experian.

1       8. In the report Plaintiff observed an unauthorized inquiry from Defendant  
2 on March 31st, 2022, See Exhibit A.  
3

4       9. Plaintiff only discovered the impermissible pull on June 10th after  
5 reviewing former credit reports. On June 10th, 2024, Plaintiff filed a formal  
6 complaint with the Consumer Financial Protection Bureau (CFPB) against  
7 Defendant, Convergent Outsourcing Inc., regarding unauthorized inquiries into  
8 Plaintiff's credit report.

9

10      10. In the complaint, Plaintiff demanded that Defendant provide proof of its  
11 alleged permissible purpose for accessing Plaintiff's credit report.

12

13      11. Specifically, Plaintiff requested that Defendant classify its reasoning  
14 behind willfully accessing plaintiffs consumer credit report.

15

16      12. Despite this demand, Defendant has failed to produce any such  
17 documentation that would give them a reason to believe they had a permissible  
18 purpose to access Plaintiff's consumer report.

1       13. Defendant did not have a permissible purpose to access Plaintiff's credit  
2 report under the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681b and Florida  
3 Fair Credit Act (FFCRA), 501.005.

4

5       14. Defendant, Convergent Outsourcing Inc., willfully violated the Fair  
6 Credit Reporting Act (FCRA), 15 U.S.C. § 1681b(f), Florida Fair Credit Act  
7 (FFCRA), 501.005, by accessing Plaintiff's credit report without a permissible  
8 purpose.

9

10       15. Defendant's actions were not the result of a mere oversight or negligence  
11 but were undertaken with knowledge or reckless disregard for the requirements of  
12 the FCRA and FFCRA.

13

14       16. Defendant's conduct demonstrates a blatant disregard for Plaintiff's  
15 privacy rights and the protections afforded by the FCRA and FFCRA. By  
16 accessing Plaintiff's credit report without any legitimate reason, Defendant showed  
17 a reckless indifference to the statutory requirements designed to protect consumers  
18 from unauthorized access.

19

20       17. Plaintiff has suffered a concrete and particularized injury due to  
21 Defendant's unauthorized access to Plaintiff's credit report. This unauthorized

1 access invaded Plaintiff's privacy and caused significant distress and anxiety,  
2 thereby establishing tangible harm.

3  
4 18. The injury suffered by Plaintiff is directly traceable to Defendant's  
5 actions. By pulling Plaintiff's credit report without a permissible purpose,  
6 Defendant directly caused the invasion of Plaintiff's privacy and the resulting  
7 distress.

8  
9 19. The harm suffered by Plaintiff can be redressed by a favorable decision  
10 from this Court. Plaintiff seeks statutory damages, punitive damages, and costs  
11 under the Fair Credit Reporting Act (FCRA) and Florida Fair Credit Reporting Act  
12 (FFCRA), which are remedies explicitly provided for by the statute to address such  
13 violations.

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16 **COUNT 1 VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
**15 U.S.C § 1681b(f) DEFENDANT CONVERGENT OUTSOURCING,**  
**INC.**

17  
18 20. All preceding paragraphs are realleged.  
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1       21. The Defendant willfully violated the Fair Credit Reporting Act, 15 USC  
2       1681b(f) by obtaining the Plaintiff Experian consumer report without a permissible  
3       statutory purpose on March 31st, 2022.

4

5       22. Defendant Convergent Outsourcing Inc. was neither retained by a  
6       creditor with whom Plaintiff had initiated a credit transaction, thereby failing to  
7       establish a permissible purpose for accessing Plaintiff's consumer report.

8

9       23. Defendant Convergent Outsourcing Inc. was aware or should have been  
10      aware of their obligations under the FCRA to access consumer reports only for  
11      permissible purposes.

12

13      24. Despite this knowledge, Defendant Convergent Outsourcing Inc.  
14      intentionally or recklessly disregarded their obligations under the FCRA and did  
15      not verify the purported debt or take other actions that would constitute a  
16      permissible purpose for accessing Plaintiff's consumer report.

17

18      25. Defendant Convergent Outsourcing Inc. actions were not isolated but  
19      part of a pattern or practice, further demonstrating willfulness.

26. As a direct result of Defendant Convergent Outsourcing Inc. violation of  
15 U.S.C § 1681b(f), Plaintiff has suffered actual damages of invasion of privacy  
and, is entitled to actual and statutory damages, as provided by 15 U.S.C §  
1681n(a)(1)(B).

**COUNT 2 VIOLATION OF THE FLORIDA FAIR CREDIT  
REPORTING ACT(FFCRA) 501.005 DEFENDANT CONVERGENT  
OUTSOURCING, INC.**

27. All preceding paragraphs are realleged.

28. The Defendant willfully violated the Florida Fair Credit Reporting Act,  
501.005 by obtaining the Plaintiff Experian consumer report without a permissible  
statutory purpose on March 31st, 2022.

29. Defendant Convergent Outsourcing Inc. was neither retained by a creditor with whom Plaintiff had initiated a credit transaction, thereby failing to establish a permissible purpose for accessing Plaintiff's consumer report.

30. Defendant Convergent Outsourcing Inc. was aware or should have been aware of their obligations under the FFCRA to access consumer reports only for permissible purposes.

31. Despite this knowledge, Defendant Convergent Outsourcing Inc. intentionally or recklessly disregarded their obligations under the FFCRA and did not verify the purported debt or take other actions that would constitute a permissible purpose for accessing Plaintiff's consumer report.

32. Defendant Convergent Outsourcing Inc. actions were not isolated but part of a pattern or practice, further demonstrating willfulness.

33. As a direct result of Defendant Convergent Outsourcing Inc. violation of Florida Fair Credit Reporting Violation as 501.005, Plaintiff has suffered actual damages of invasion of privacy and, is entitled to actual and statutory damages, as provided by 501.005(16)(b) and 501.005(16)(c)

## **JURY DEMAND AND PRAYER FOR RELIEF**

Wherefore, Plaintiff Monique Moise, respectfully demands a jury trial and request that judgment be entered in favor of Plaintiff against the Defendants for:

1                             (a) Actual damages, statutory damages, and potentially punitive damages for  
2 violations of 15 U.S.C § 1681b(f), as provided by 15 U.S.C  
3 §1681n(a)(1)(B).

4                             (b) Actual damages, statutory damages, and punitive damages for violations  
5 of Florida Fair Credit Reporting Violation as provided by 501.005(16)(b),  
6 501.005(16)(c)

7                             (c) Actual and punitive damages for Invasion of Privacy (Intrusion on  
8 Seclusion)

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11  
12  
13 Date:

14  
15 10 / 11 / 2024



16                             Monique Moise  
17                             2333 NW 167th St  
18                             apt 113  
19                             Miami Gardens, FL 33056

20  
21                             momoise1128@gmail.com

**Exhibit A**

09/01/2021,  
08/28/2021,  
08/25/2021,  
08/21/2021,  
08/18/2021,  
08/14/2021,  
08/11/2021 and  
08/07/2021

**760 MARKET  
ST FL 2,  
SAN  
FRANCISCO CA  
94102**

**SYNCHRONY  
FINANCIAL**  
Inquired on  
07/18/2022

**4125 WINDARD  
PLAZA,  
ALPHARETTA  
GA 30005**

**JPMCB**  
Inquired on  
07/01/2022,  
06/01/2022,  
05/01/2022,  
04/01/2022,  
03/01/2022,  
02/01/2022,  
01/07/2022,  
12/01/2021,  
11/01/2021,  
10/01/2021 and  
09/01/2021

**PO BOX 15298,  
WILMINGTON  
DE 19850**

**WEBCOLLEX  
LLC**  
Inquired on  
07/14/2022  
  
505  
**INDEPENDENCE PKWY,  
CHESAPEAKE  
VA 23320  
(757) 361-0018**

**COLLEGE AVE  
STUDENT  
LOAN**  
Inquired on  
04/28/2022  
  
233 N KING ST,  
WILMINGTON  
DE 19801

**RESURGENT  
CAPITAL  
SERVIC**  
Inquired on  
07/07/2022  
  
PO BOX 10497,  
GREENVILLE  
SC 29603  
(866) 464-1183

**BEST  
EGG/MARLETT  
E MARKET**  
Inquired on  
03/31/2022  
  
3419  
SILVERSIDE RD,  
WILMINGTON  
DE 19810

**DISCOVER  
FINANCIAL  
SVCS**  
Inquired on  
07/06/2022  
  
2500 LAKE  
COOK RD,  
RIVERWOODS  
IL 60015  
(877) 728-3030

**CONVERGENT  
OUTSOURCING,**  
Inquired on  
03/31/2022  
  
800 SW 39TH  
ST,  
RENTON WA  
98057  
(888) 871-2279